

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 878

T02-0020

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as "COMMISSION", the Illinois Central Railroad Company, hereinafter referred to as "COMPANY", the City of Clinton, hereinafter referred to as "CITY", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through informal that inquiry should be made into the matter of improving public safety at the crossing of the Company's track with a public highway known as Alexander Avenue, located in Clinton, DeWitt County, Illinois, designated as crossing AAR/DOT 289 436C, milepost 148.30-D; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team including a staff member of the Commission's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Replace the existing antiquated automatic flashing light signals with automatic flashing light signals and gates, equipped with constant warning time circuitry.
- (b) The relocation of the existing signal mast located in the northwest quadrant of the crossing to comply with 92 Illinois Administrative Code, Part 1535.335.

Section 3 The Company has prepared a preliminary estimate of cost to accomplish the proposed improvements that it may be required to perform. Said estimate is attached as Exhibit B. The Company shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of final plans should be 30 days and for the completion of the proposed improvements should be twelve (12) months, from the date of Commission Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- (a) The cost for the improvements listed in Section 2, estimated to be \$135,350, shall be allocated 85% of the actual cost (not to exceed \$115,048) to the Grade Crossing Protection Fund, and 10% of the actual cost (not to exceed \$13,535) to the City. Any additional costs, as well as the cost of future maintenance and operations, shall be borne by the Company. (See Exhibit B)

Section 6 The City is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit C.

Section 7 Special Provisions:

Since the warning device improvement at the subject crossing will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

The Company shall, at six (6) month intervals from the date of Commission Order subsequent to this Agreement, submit to the Director of Processing and Information,


Transportation Division of the Commission, a written report stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number and facsimile number of Company employee responsible for management of the project.

All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, 2300 South Dirksen Parkway, Springfield, Illinois 62674. The Department shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of Commission Order subsequent to this Agreement. The Department shall, at the end of the 24th month from the Commission Order date, de-obligate all residual funds accountable for installation cost for this project.

Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

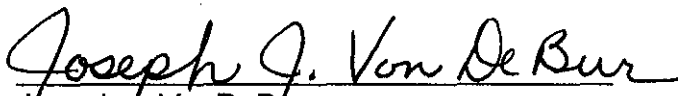
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 7th day of February, 2002.



Michael E. Stead
Rail Safety Program Administrator

Attest:




Joseph J. VonDeBur,
Railroad Safety Specialist

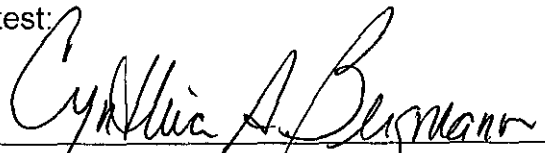
Illinois Commerce Commission Stipulated Agreement No. 878 concerning improvements at the Alexander Avenue grade crossing of the Illinois Central Railroad tracks in Clinton, DeWitt County, Illinois, designated as crossing AAR/DOT 289 436C, milepost 148.30-D.

Executed by the Company this 20th day of February 2002.

ILLINOIS CENTRAL RAILROAD
COMPANY

By: 
Vice President

Attest:


Cynthia A. Bergmann
Assistant Secretary

Illinois Commerce Commission Stipulated Agreement No. 878 concerning improvements at the Alexander Avenue grade crossing of the Illinois Central Railroad tracks in Clinton, DeWitt County, Illinois, designated as crossing AAR/DOT 289 436C, milepost 148.30-D.

Executed by the Department this 22nd day of February 2002.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: James J. Carter
Director of Highways

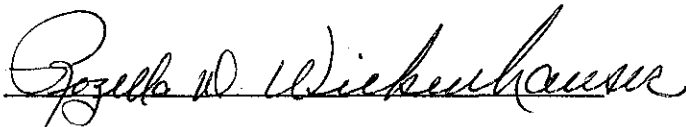
Illinois Commerce Commission Stipulated Agreement No. 878 concerning improvements at the Alexander Avenue grade crossing of the Illinois Central Railroad tracks in Clinton, DeWitt County, Illinois, designated as crossing AAR/DOT 289 436C, milepost 148.30-D.

Executed by the City of Clinton this 4th day of March 2002.

CITY OF CLINTON

By: 

Attest:



RESOLUTION NO. 2002-9

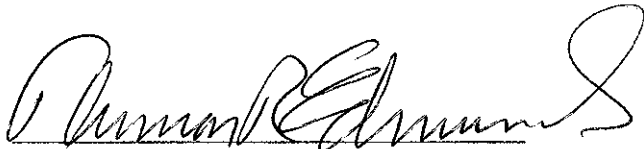
**A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
(ICC STIPULATED AGREEMENT #878)**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, ILLINOIS, that the Mayor and City Clerk are hereby authorized and directed to execute on behalf of the City of Clinton, an Illinois Commerce Commission Stipulated Agreement No. 878 between The State of Illinois, The Illinois Central Railroad Company, The City of Clinton, and The State of Illinois, Department of Transportation, a copy of said Agreement being attached hereto as Exhibit "A" and made a part hereof.

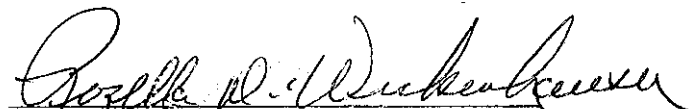
BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage.

PRESENTED to the City Council of the City of Clinton, Illinois, this 18th day of April, 2002.

PASSED and APPROVED this 4 day of March, 2002.


Mayor of the City of Clinton

ATTEST:


City Clerk

CORPORATE SEAL

Votes: Ayes 5 Nays 0 Absent 0

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	Canadian National/Illinois Central Railroad Company
USDOT#, MILEPOST	289 436C, 148.30-D
STREET, CITY, COUNTY	Alexander Avenue, Clinton, DeWitt
JURISDICTION (RDWY)	City of Clinton
LOCATION	Urban, Residential.
STREET SURFACE	24 feet, concrete

CROSSING DATA: Also see Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
North	Concrete	30 feet	Excellent
South	Concrete	30 feet	Excellent

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	North Street – 15 feet south (going west only)
TRAFFIC CONTROL	None
ADT & SPEED	2950 Vehicles per day at 30 MPH
TRAFFIC TYPE	Passenger, School Busses, Semi-Tractors
ADVANCE WARNING	Both directions
PAVEMENT MARKING	None

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	7 per day @ 10-20 MPH, some switching
PASSENGER TRAFFIC	None
WARNING DEVICES	Automatic flashing light signals, sidelights facing east down North Street.

NOTES:

VISIBILITY STUDY: See Location Sketch

Train Speed	20	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	221	FEET
Along Tracks	197	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	480	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 1984.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	*	None	*	None
NW	*	None	*	House
SE	*	None	*	House
SW	*	Building, brush, control box	*	House

*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need for minimum Site Distance criteria.

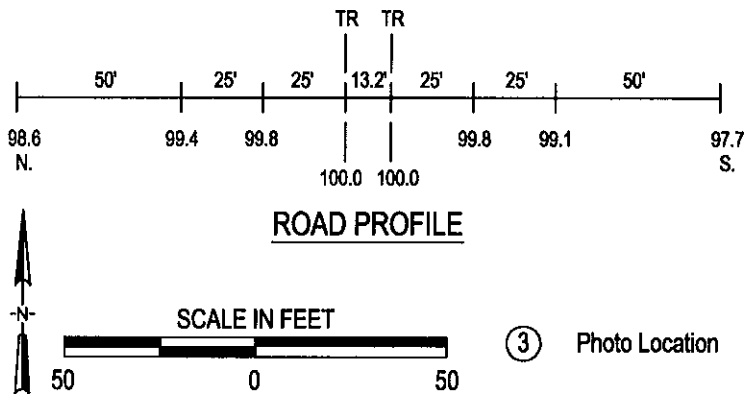
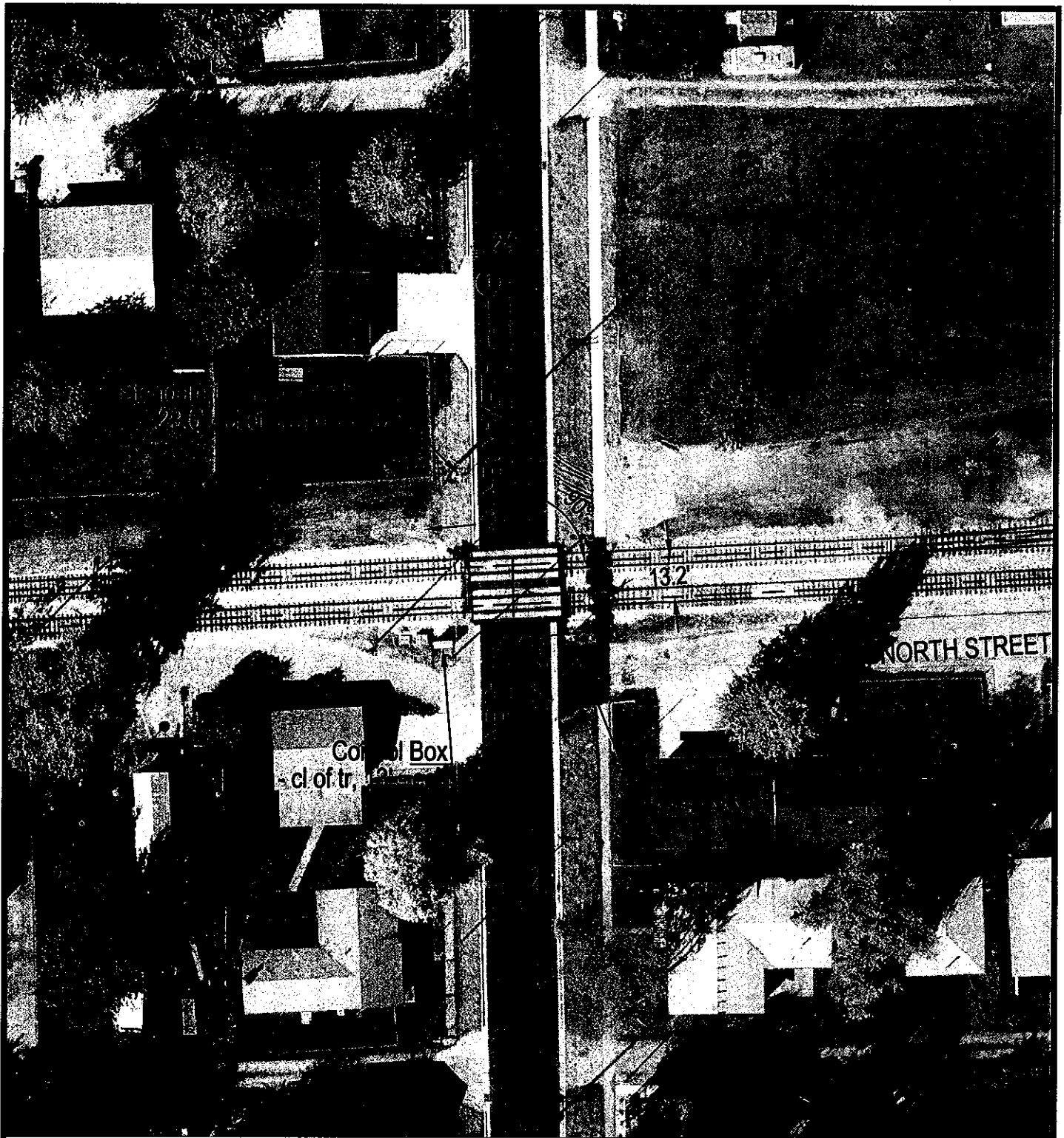
APPROACH GRADES: See Location Sketch

DIRECTION: NORTH			DIRECTION: SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
0	100.0	---	0	100	---
25	99.8	-0.8	25	99.8	-0.8
50	99.4	-1.6	50	99.1	-2.8
100	98.6	-1.6	100	97.7	-2.8

Distance measured from outermost rail.

COMMENTS:

Cost division will be 85% Grade Crossing Protection Fund, 10% City of Clinton and 5% Canadian National/Illinois Central Railroad Company (plus operation and maintenance costs).



Crossing #: 289436C

Location: De Witt Co., City of Clinton (I)

Lat/Long: 40°09'19" / 88°57'08"

Railroad: IC

Street: Alexander Avenue

Railroad Milepost: 148.30

Crossing Protection: Train Activated Devices

ILLINOIS CENTRAL RAILROAD
ENGINEERING DEPARTMENT
OFFICE OF GENERAL MANAGER-C&S

Clinton, IL

Est 1018-001

Estimated cost of Signal work to install FLS & Gates at North Alexander Street.

Midwest Division

Val Sec 11-2

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
=====				
FAPG				

<u>CROSSING MATERIALS PACKAGE</u>				
CONSTANT WARNING TIME	1.	EACH @	14008.00	14008.00
TERMINATION SHUNT	2.	EACH @	285.00	570.00
RECTIFIER, 12/40	1.	EACH @	902.00	902.00
RECTIFIER, 12/20	1.	EACH @	679.00	679.00
ADJUSTABLE INDUCTOR	2.	EACH @	521.00	1042.00
TRACK BATTERY REACTOR	10.	EACH @	148.00	1480.00
XING LAMP CONTROLLER, XLC	2.	EACH @	809.00	1618.00
VITAL LOGIC GATE, VLG	2.	EACH @	496.00	992.00
VITAL RELAY DRIVER, VRD	1.	EACH @	659.00	659.00
ERICO SURGE PROTECTION	1.	LOT @	2850.00	2850.00
WAGO TERMINATION EQUIPMENT	1.	LOT @	500.00	500.00
RESISTOR, ADJUSTABLE	8.	EACH @	48.00	384.00
EQUIPMENT RACK	2.	EACH @	204.00	408.00
LED FLASHER & GATE ASSY	2.	EACH @	8822.00	17644.00
ARM, EZ GATE, 16-24'	2.	EACH @	504.00	1008.00
GATEKEEPER, SK-1000	2.	EACH @	1738.00	3476.00
BATTERY, GNB 265AH	13.	EACH @	257.00	3341.00
BOX, BATTERY, 6 CELL	1.	EACH @	299.00	299.00
FOUNDATION, S2 4FT-6IN HI	2.	EACH @	395.00	790.00
PRE-WIRED ALUM HOUSE, 8x6'	1.	EACH @	26720.00	26720.00
WIRE & CABLE	1.	LOT @	3500.00	3500.00
LANDFILL	1.	L.S. @	600.00	600.00
MISC. SIGNAL MATERIAL	1.	L.S. @	400.00	400.00
5 MAN GANG	8.	DAY @	1000.00	8000.00
PRELIMINARY ENGINEERING	1.	L.S. @	3600.00	3600.00
CONSTRUCTION ENGINEERING	1.	L.S. @	275.00	275.00

Clinton, IL

Est 1018-001

SUMMARY

MATERIAL	83870.00 *
HANDLING 0.0610	5116.07
SITE SURVEY	4200.00
LABOR	8000.00 *
ENGINEERING	3875.00
ACCOUNTING	200.00
COMPOSITE ADD.-DIRECT LABOR 1.0706	8564.80
COMPOSITE ADD.-ENG 1.0088 -ACCT 1.0706	4123.22
SUBSISTENCE	2000.00
RENTAL OF EQUIPMENT	1600.00
POWER TAP	1500.00
CONTINGENCIES	12300.91

TOTAL COST	135350.00

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date March 4, 2002

Agreement No. 878

The City Council of the City of Clinton, IL
(Board or Council of City of Clinton)

meeting on 3/4/02, Resolved to authorize Mayor Tom Edmunds
(Date) (Name, Office)

to act as its designated agent in the processing of this Stipulated agreement and that the City of Clinton is financially willing and able to bear the cost for the proposed improvements as may be assigned to it according to Section 5 of this Agreement.